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22          and all others similarly situated

23           **UNITED STATES DISTRICT COURT**  
24           **CENTRAL DISTRICT OF CALIFORNIA**  
25           **WESTERN DIVISION**

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1 MACKENZIE ANNE THOMA,  
2 a.k.a. KENZIE ANNE, an  
3 individual and on behalf of all  
4 others similarly situated,  
5 Plaintiff,  
6 v.  
7 VXN GROUP, LLC, a Delaware  
8 limited liability company; MIKE  
9 MILLER, an individual; and DOES  
10 1 to 100, inclusive,  
11 Defendants.

Case No. **2:23-cv-04901 WLH (AGRx)**

**JOINT APPENDIX OF EVIDENCE  
REGARDING DEFENDANTS'  
MOTION FOR SUMMARY  
JUDGMENT**

**VOLUME III of IV  
Exhibits 49 – 63  
Page 589 – 701**

**PLAINTIFF'S EVIDENCE**

[Filed concurrently with: (1) Notice of Motion and Motion for Summary Judgment; (2) Joint Brief; (3) Joint Appendix of Facts; (4) Joint Appendix of Objections; and (5) Proposed Order]

Date: February 28, 2025  
Time: 11:00 a.m.  
Courtroom: 9B

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**TABLE OF CONTENTS**

Exhibit	VOLUME I of IV (Exhibits 1 – 17)	Page
1	Declaration of Emilie Kennedy	7
2	United States Copyright Registration Certificates	15
3	Scripts from films in which Plaintiff performed	37
4	Screenshots from films in which Plaintiff performed	117
5	July 15, 2022 Production Report	172
6	Statements of Information for VZN Group, LLC	175
7	September 8, 2021 Text Message from Plaintiff re: Vixen Angel Shoot	179
8	Deposition Transcript Excerpts: Basia Lew	181
9	Legislative Intent Service, Inc.: History of The Professional Actor Exemption	198
10	Declaration of Basia Lew	224
11	Project Brief re: Plaintiff's First VZN Scene	229
12	Slack Messages re: Plaintiff's First VZN Scene	232
13	Shooting Schedule for VZN film "Kenzieland"	281
14	DVD Covers Featuring Stills of Plaintiff	285
15	Website Thumbnails Featuring Stills of Plaintiff	290
16	Advertising Uses of Stills Featuring Plaintiff	307
17	Shooting Schedule for April 22, 2022 VZN "Deeper" Film Featuring Plaintiff	312
Exhibit	VOLUME II of IV (Exhibits 18 – 48)	Page
18	Declaration of Belen Burditte	318
19	Workers Compensation Insurance Audit Records	323
20	Form 1099-NECs Issued by VZN to Plaintiff	340
21	Record of Payments from VZN to Plaintiff	344

1	22	Declaration of Trey Brown	346
2	23	Performance Agreement dated November 11, 2020	352
3	24	Addendum to Performance Agreement dated April 15, 2021	362
4	25	April 15, 2021 Emails re: Addendum to Performance Agreement	365
5	26	Performance Agreement dated July 13, 2021	370
6	27	Notice of Termination dated September 28, 2022	380
7	28	Deposition Transcript Excerpts: Plaintiff	383
8	29	Deposition Transcript Excerpts: Ryan Murphy	425
9	30	Screenshot from Kenzieland.com	455
10	31	“Kenzielandbykenzie” Instagram Profile	457
11	32	Kenzieland.com Promotion Post by “Kenzielandbykenzie”	465
12	33	Kenzieland LLC Application to Register a Foreign LLC	473
13	34	Kenzieland LLC Statements of Information	476
14	35	Lola March LLC Statements of Information	480
15	36	Deposition Transcript Excerpts: Larry Lerner	484
16	37	Text Messages between Plaintiff and Michael Mosney	489
17	38	Text Messages between Mosney and Ryan Murphy re: Scheduling Plaintiff’s Work Dates	493
18	39	Text Messages between Mosney and Ryan Murphy re: Seeking Approval for Co-Stars	506
19	40	December 2020 Emails from Chris Applebaum	517
20	41	Kenzieland.com Film Titles	526
21	42	List of Plaintiff’s Adult Film Credits	528
22	43	Deposition Transcript Excerpts: Michael Mosney	536
23	44	Form W-9s Submitted by Plaintiff to VXN (Redacted)	547
24	45	Declaration of Larry Lerner	551
25			
26			
27			
28			

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1	46	Redacted Excerpts: Plaintiff's 2020 Federal Tax Return <b>FILED UNDER SEAL</b>	558
2	47	Redacted Excerpts: Plaintiff's 2021 Federal Tax Return <b>FILED UNDER SEAL</b>	568
3	48	Redacted Excerpts: Plaintiff's 2022 Federal Tax Return <b>FILED UNDER SEAL</b>	578
4	<b>Exhibit</b>	<b>VOLUME III of IV (Exhibits 49 – 63)</b> <b>Plaintiff's Exhibits</b>	<b>Page</b>
5	49	Deposition Transcript Excerpts: Basia Lew	589
6	50	SAG-AFTRA Coverage Information	617
7	51	Declaration of Rafael Yedoyan	620
8	52	Deposition Transcript Excerpts: Mackenzie Thoma	624
9	53	Reimbursement Invoices	643
10	54	Vixen Angel Description	644
11	55	Vixen Instagram Profile	646
12	56	Vixen Threads Profile	648
13	57	Screenshots from Vixen's Website: Description	650
14	58	Screenshots from Vixen's Website: Angels	653
15	59	Screenshots from Vixen's Website: Clothing on Sale	658
16	60	Vixen Threads Profile: Shopping Screenshots	662
17	61	Emails Between VMG Regarding Travel and Coordination	664
18	62	Creative & Modeling Photographs Featuring Plaintiff	671
19	63	Invoice & Planning Documents for Vixen Angel Shoot Featuring Plaintiff	687
20	<b>Exhibit</b>	<b>VOLUME IV of IV (Exhibits 64 – 76)</b> <b>Plaintiff's Exhibits</b>	<b>Page</b>
21	64	Performance Agreement Between Plaintiff & Defendant	702
22	65	Addendum to Performance Agreement Between Plaintiff & Defendant	712
23	66	Performance Agreement Between Plaintiff & Defendant (2)	715

1	67	Addendum to Performance Agreement Between Plaintiff & Defendant (2)	725
2	68	IWC Order Classifications	729
3	69	Prop and Set Planning by Defendant	775
4	70	Defendant's Slack Screenshot Regarding Plaintiff's Social Media	783
5	71	Email Regarding Plaintiff's Performance Agreement	786
6	72	Model Record Keeping Form	788
7	73	Model Release and Grant of Rights	804
8	74	Declaration of Mackenzie Anne Thoma	845
9	75	Documents Showing Collaboration Between Eats and Vixen	848
10	76	Excerpts from the Deposition of Michael Mosny	853

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Dated: January 10, 2025

KANE LAW FIRM

By: /s/ Brad Kane  
Brad S. Kane  
Attorney for Defendants

Dated: January 10, 2025

BIBIYAN LAW GROUP, P.C.

By: /s/ Rafael Yedoyan  
Rafael Yedoyan  
Attorney for Plaintiff

# EXHIBIT 49

1 A Yes.

2 Q Was anyone else featured in this scene?

3 A Yes.

4 Q Who was that?

5 A A male actor, performer.

6 Q Anyone else?

7 A I don't remember.

8 Q What was the name of the male actor performer?

9 MR. BROWN: Objection. Calls for class discovery.

10 Exceeds the scope of Phase 1 discovery.

11 THE WITNESS: I don't remember.

12 BY MS. COHEN:

13 Q So was there more than one scene that plaintiff  
14 performed work for blacked.com?

15 A As we stated before, it would have been between one  
16 and five Blacked scenes. I don't know that exact number.

17 Q Oh, that includes Blacked --

18 A Yeah, for Blacked Raw. I don't know the exact  
19 number of scenes, or for Blacked.

20 Q Can you confirm that plaintiff performed work for  
21 vixen.com?

22 A Yes.

23 Q Okay. What type of work was that?

24 A That was also shooting a sex scene.

25 Q Just one?

1 A She may have shot two, I don't know the exact number  
2 of Vixen scenes.

3 Q It was maybe two?

4 A Yes.

5 Q So from Exhibit 2 you'll remember that plaintiff  
6 was, dawning -- and just for the record, I'm showing the  
7 witness Exhibit 2 -- dawning what looks like a bathing suit,  
8 or a body suit, that contains the words Blacked on it four  
9 times, and then a B in the middle. Do you see that?

10 A Yes.

11 Q Okay. And you confirmed earlier that this was the  
12 Blacked -- one the Vixen's brands, Blacked. So I have a  
13 question for you: Is vixen.com a brand of Vixen?

14 A Yes, of Vixen Group.

15 Q So if there was branding for vixen.com -- is there  
16 branding for vixen.com?

17 MR. BROWN: Objection. Vague.

18 BY MS. COHEN:

19 Q Similar to how we have it for Blacked in Exhibit 2?

20 A What is the definition of branding?

21 Q Well, like any clothing, or like logo for vixen.com?  
22 So you could decipher it from just Vixen as a whole?

23 A Yes.

24 Q Okay. So these two scenes, these, maybe, two scenes  
25 that you said plaintiff did for vixen.com, were there any

1 still photographs taken?

2 A Yes.

3 Q When were those still photographs taken, in terms of  
4 before the shoot, after the shoot?

5 A The photos would have been taken during the film  
6 shoot.

7 Q During the film shoot?

8 A During the day, yes. During the same day.

9 Q During the same day?

10 A Yes.

11 Q Okay. What time of day -- strike that.

12 At what point in the production of day, and I'm  
13 sorry if that's a little bit confusing, but if there's any  
14 description you can give me of, like, you know, before the  
15 sex scene started, after the sex scene ended, during the sex  
16 scene?

17 A Clarify which shoot specifically.

18 Q This is the either one or the two that you were  
19 referring to that she did for vixen.com?

20 A For the Vixen -- her first Vixen girl, girl, girl  
21 scene photos.

22 Q Yeah, so I'm asking for -- I'm asking about any of  
23 the shoots that -- either of the two shoots that you're  
24 referring to that she did for Vixen's brand, vixen.com, when  
25 were the still photographs taken?

1 A It's fair.

2 Q Okay. So when does the photographing, the still  
3 photographing, of plaintiff begin?

4 A I'd estimate 9:00 a.m.

5 Q What happens between 7:00 a.m. and 9:00 a.m.?

6 A Actors are in hair and makeup.

7 Q So is this one of Vixen's departments that's doing  
8 the hair and makeup for the actors?

9 A Hair, makeup, and wardrobe, yes.

10 Q So the performers don't come already ready, they're  
11 hair and makeup is done for them by Vixen's hair and makeup  
12 artists?

13 A For Kenzie, specifically, she requested a specific  
14 Vixen hair and makeup artist that we work with.

15 Q For which shoot?

16 A For the Vixen girl, girl, girl scene. I believe it  
17 was Kenzie's first shoot.

18 Q And is this one of the ones for vixen.com?

19 A Yes, it's a Vixen scene.

20 Q Okay. And which makeup artist was that that she  
21 requested?

22 A Ozzy.

23 Q Did she make this request in writing?

24 A I don't know. I don't know.

25 Q How did she make the request?

1 A I can't confirm the medium, but any requests from  
2 Kenzie would have been either communicated to us through her  
3 agent representation, through e-mail, or conversation.

4 Q When did -- when was that -- when was the request  
5 communicated to Vixen?

6 A Sometime prior to the shoot.

7 Q Was it made directly to you as an individual?

8 A I was not involved, as I was the post-production  
9 supervisor, I think, at the time of that shoot.

10 Q So was the request made directly to you from  
11 Kenzie's agent?

12 MR. BROWN: Asked and answered.

13 THE WITNESS: Not directly to me.

14 BY MS. COHEN:

15 Q Okay. How do you know about the request?

16 A I believe there were e-mails for -- I can't remember  
17 exactly, but I know it was an exchange of e-mails or text  
18 messages.

19 Q What did those communications contain -- actually,  
20 strike that.

21 What were the communications between --

22 A I don't recall all of the names on the  
23 communications.

24 Q Were they internal communications within Vixen?

25 MR. BROWN: Asked and answered.

1           A     What I mean in conjunction includes that. But it  
2     also includes that the photos were creatively in line with  
3     the film and the scene, and used for promotion in conjunction  
4     with the scene to promote the scene as well.

5           Q     Okay. But on the same day there was still  
6     photographing --

7           A     On the same day.

8           Q     -- and there was live filming?

9           A     Yes.

10          Q     Thank you.

11                 Do you know when the -- when did the first meeting  
12     occur between plaintiff and a representative of defendant?

13          A     I don't know the exact date.

14          Q     Okay. Did plaintiff -- you had mentioned contracts  
15     throughout this deposition, before the first of those  
16     contracts were entered into, did plaintiff meet with a  
17     representative of defendant, whether in person or over the  
18     phone?

19          A     Before contracts were made -- can you restate the  
20     question or --

21          Q     Before plaintiff entered into the first contract  
22     with Vixen, did she meet with a Vixen representative, whether  
23     by phone or in person?

24          A     I don't know.

25          Q     Okay. In terms of entering into contracts with

1 performers, but we can focus on just plaintiff -- right?--  
2 and if you need to refer to the first exhibit to refresh your  
3 memory, we're going to be talking about Topics 1 and 2.

4 So I'll read No. 1: "Defendant's corporate  
5 structure from November 2020 to September 2022, which is the  
6 claim period as it relates to the management involved in the  
7 configuration of Plaintiff's contracts and/or Plaintiff's  
8 work for Defendants." Do you see that?

9 A I see that.

10 Q And then Topic No. 2: "Defendant's structure during  
11 its claim period as it relates to the management involved in  
12 the negotiation of Plaintiff's contract and/or Plaintiff's  
13 work for Defendants."

14 A Yes, I see that.

15 Q Okay. So within the scope of these two topics, who  
16 would be involved in the management of the negotiation of  
17 plaintiff's contracts?

18 Let's start with that, who was involved with that?

19 A Mike Miller would have been involved in negotiation  
20 of contracts.

21 Q Okay. What about drafting?

22 A Drafting would be Emilie Kennedy.

23 Q Okay. Is there anyone else involved in the drafting  
24 of the contracts?

25 A No.

1 Q Okay. So who told plaintiff where the location of  
2 the set would be, where she needed to show up?

3 A That would have been information in the call sheet  
4 that she would have received.

5 Q From who?

6 A The casting department.

7 Q Okay. So the casting department puts on the call  
8 sheet the location plaintiff is required to go to?

9 A Yes, the location is on the call sheet.

10 Q That's put together by Vixen's casting department?

11 A The call sheet is not put together by the casting  
12 department. They send out the call sheet to talent.

13 Q Who puts the call sheet together that the casting  
14 department sends out?

15 A The production team.

16 Q Of Vixen?

17 A Yes.

18 Q Okay. And does that call sheet include a call time?

19 A Yes.

20 Q Does the production department put the call time on  
21 the call sheet?

22 A Yes.

23 Q Okay. And then is it the casting department that  
24 sends it to plaintiff's agent?

25 A Yes.

1 Q And plaintiff's agent, I guess, presumably, provides  
2 that to plaintiff?

3 A Correct.

4 Q And then plaintiff is expected to be at that  
5 location, at the call time, that's set by the production  
6 department on the call sheet?

7 A Yes.

8 Q Are there any other -- besides the call sheet, are  
9 there any other, I guess, ways that Vixen communicates the  
10 time that plaintiff needs to be at a location?

11 A It typically is within always the call sheet.

12 Q Okay. So tushyraw.com, what type of work did  
13 plaintiff provide for Vixen for tushyraw.com?

14 A Filming a sex scene.

15 Q What about still photos, did plaintiff pose for  
16 still photos for tushyraw.com?

17 A Yes.

18 Q What about slade.com, what type of work did  
19 plaintiff perform for defendant for slade.com?

20 A A sex scene.

21 Q Were there also still photos that plaintiff posed in  
22 for slade.com?

23 A Yes.

24 Q What about deeper.com, what type of work did  
25 plaintiff perform for deeper.com?

1           A     She performed, I think, multiple sex scenes or a sex  
2 scene.

Q Did plaintiff pose for still photos for deeper.com?

4 A Yes.

5 Q What about tushy.com, we already covered Tushy Raw.  
6 Tushy.com, what type of work did plaintiff perform for  
7 defendants for tushy.com?

A She would have also completed a scene.

9 Q I'm sorry?

10 A She would have also completed a scene.

11 Q Okay. Did plaintiff pose for still photos for  
12 tushy.com?

13 A Yes.

14 MS. COHEN: Okay. I'm going to introduce Exhibit 3, some  
15 still photographs.

16 (Plaintiff's Exhibit 3 was marked for  
17 identification.)

18 BY MS. COHEN:

19 Q So for the record, I have introduced Exhibit 3,  
20 which is a photograph of plaintiff wearing what looks like a  
21 cropped white T-shirt, dawning the word Vixen in black  
22 capital letters across the front, and what looks like black  
23 and white underwear dawning the letters Vixen in capital  
24 letters across the waistband in white.

25 Do you recognize this photo, Ms. Lew?

1                   Exhibit 3, Exhibit 4, Exhibit 2, what was the purpose of  
2                   these?

3                   A       To promote the scenes.

4                   Q       What do you mean by "promote the scenes"?

5                   A       To promote the scenes. And also for the members to  
6                   view the photos on the site as part of the scene. So to  
7                   promote the scene, maybe we would use it for a DVD cover for  
8                   the movie. We would promote it with the marketing department  
9                   to promote the scene release. Those are examples.

10                  Q       Are your DVDs free?

11                  A       No.

12                  Q       Are your subscriptions free?

13                  A       No.

14                  Q       All right. Next paragraph down, it's the fourth one  
15                  under, "Recitals."

16                  A       "Whereas performer agrees to provide her services on  
17                  a temporary exclusive basis for the duration of the term as  
18                  set forth in this agreement."

19                  Q       Can you explain to me what "exclusive basis" means?

20                  We're still on Topic 18, Interpretation of the Contract.

21                  What does that mean?

22                  A       It means that Kenzie would have shot certain films  
23                  for us prior to shooting with any other studios.

24                  Q       Okay. So until she shot them with Vixen, she  
25                  couldn't shoot them with other studios?

1 A Correct.

2 Q What previous owner were you referring to earlier,  
3 by the way?

4 A Greg Lanski.

5 Q That Vixen in drafting the contract made the  
6 decision to keep Greg Lanski's language in this contract?

7 A Yes.

8 Q Okay. Vixen had an opportunity to edit out the  
9 language earlier that you said was from a previous owner's  
10 vision?

11 A There was -- for us, this agreement, throughout the  
12 previous owner's time with the company, there was never a  
13 trigger to have to adjust it. It worked during the time  
14 and --

15 Q Right. Okay. Makes sense.

16 A Yeah.

17 Q All right. Let's go down to the actual numbered  
18 Paragraph 2, "Compensation." I'm going to read something for  
19 you. Just the first couple lines: "Producer will pay  
20 performer \$10,000 for performer's first girl/girl scene with  
21 producer, which will include a three-way girl/girl/girl scene  
22 to be shot in December 2020.

23 "Producer then has the option and right of first  
24 refusal, but not the obligation during the term to pay  
25 performer \$15,000 for performer's first boy/girl scene with

1 drafted their own contract. Okay. All right.

2 MR. BROWN: The witness has provided you with her answer  
3 as to how she defines first right of refusal.

4 MR. KANE: Yeah.

5 BY MS. COHEN:

6 Q Can you go to numbered Paragraph 3.

7 A Okay.

8 Q Now, we're going to go onto Page 2, but it's just  
9 this last sentence down here.

10 A Okay.

11 Q "These sexual acts may include the use of sexual  
12 aids."

13 Do you see that?

14 A Yes.

15 Q What are sexual aids?

16 A Sexual aids, for example, could be toys, lubricants,  
17 that could assist her sexual performance.

18 Q Okay. In your experience being in production and,  
19 like, the vision, you know, for the scenes, are sexual aids  
20 necessary to meet all the goals of that vision?

21 Like for example, let me rephrase, would the use of  
22 sexual aids, kind of, be integrated into a scene, to  
23 completing a scene?

24 A No, it's the performer's preference.

25 Q What do you mean by "performer's preference"?

1           A     If they would like to use a sexual aid, they may or  
2        may not want to.

3           Q     Okay. What was plaintiff's preference?

4           A     I know she requested certain lube. The name of the  
5        brand escapes me at this moment, but a certain lube. There  
6        was a certain dildo size she preferred.

7           Q     So the way that it works is the performer will let  
8        you guys know, look, this is what I prefer, this is what I  
9        like to work with? And then how would Vixen facilitate that  
10      request?

11          A     We would purchase whatever those preferred sexual  
12        aids would be, and make sure they are available to the actors  
13        on set.

14          Q     Which department is it that comes up with the ideas  
15        for the scenes? And let's say, specifically, if ideas is a  
16        little broad, whether sexual aids will be used or whether  
17        props will be used in a scene?

18          A     It's a collaboration between departments, production  
19        management.

20          Q     Which departments, production, and who, which one?

21          A     The production departments. It's a collaboration  
22        between the production departments and management to decide  
23        if sexual aids would be needed or creative decisions.

24          Q     Okay. So those are those subdepartments that you  
25        mentioned earlier, one was script, one was casting? They're

1 like subdepartments of the production department; is that  
2 correct?

3 A What's the question?

4 Q The -- you said production departments?

5 A Uh-huh.

6 Q And I'm just trying to confirm if there are  
7 subdepartments within that such as script and --

8 A Correct, those that I listed earlier.

9 Q Okay. Those that you listed earlier. Got it.

10 Okay.

11 Did plaintiff ever bring her own sexual aids, or  
12 were they always provided by Vixen?

13 A I don't know.

14 Q Did Vixen provide sexual aids to plaintiff at any  
15 point during the claim period?

16 A Yes.

17 MS. COHEN: I'm going to introduce as Exhibit 6.

18 (Plaintiff's Exhibit 6 was marked for  
19 identification.)

20 BY MS. COHEN:

21 Q Let's go to the first page of Exhibit 6.

22 A Yes.

23 Q Is that plaintiff?

24 A Yes.

25 Q Is that from a photo shoot of Vixen's?

1 A In the from the scene where the photos were shot,  
2 yes.

3 Q So still photos in conjunction with scenes?

4 A Yes.

5 Q Great. And then the second page, who are these two  
6 women here?

7 A Alina Lopez.

8 Q Is she on the left?

9 A On the left, Kenzie Anne in the middle, and Emily  
10 Willis to the right?

11 Q Okay. And what scene -- let's go to the third page,  
12 is this all three of the same women that were in the other  
13 photo on Page 2?

14 A Yes.

15 Q Okay. And so this would be an example of still  
16 photographs, in conjunction with something that was being  
17 filmed right here, were they in action here?

18 A Yes.

19 Q Okay. Got it.

20 And then if you go back to the second page, this one  
21 (indicating). Who provided these? Would you consider these  
22 sexual aids? I'm going to just call them two black dildos,  
23 who provided those for this scene?

24 A I don't know the exact person who purchased the  
25 dildos. This would typically for props or sexual aids,

1 things like that. It could be any of the production  
2 departments at that point.

3 Q Got it. Okay. Which scene was this? By the way,  
4 what's the title of it?

5 A It was the Vixen, girl, girl, girl scene. The  
6 collaboration or her first scene with us.

7 Q Got it. Eats. And then just have a couple of  
8 questions about.

9 MS. COHEN: I'm going to introduce Exhibit 7.

10 (Plaintiff's Exhibit 7 was marked for  
11 identification.)

12 BY MS. COHEN:

13 Q Do you recognize this document?

14 A I have not seen this document.

15 Q You have not seen this document.

16 Are you aware that Vixen produced this document in  
17 discovery?

18 A I'm aware now.

19 Q What does this document look like to you?

20 A It looks like a document with many couches.

21 Q Do you recognize any of these websites?

22 A Yes.

23 Q What website is that? Well, I don't need you to  
24 read it out, what I mean is -- does Vixen use this website?

25 A Yes.

1 Q For what purpose?

2 A Furniture rentals.

3 Q Is that prop furniture?

4 A It would be considered a prop or furnishing.

5 Q That's going to be used in the scenes?

6 A Correct.

7 Q Okay. Taking a closer look at the website, does  
8 this give you an idea -- can you tell me who in the company  
9 would have created this chart?

10 A The production design art department.

11 Q Okay. So this is the production design art  
12 department choosing props for scenes?

13 A Providing options for scenes.

14 Q Providing options, got it. Okay.

15 And is there anybody else that would be involved in  
16 putting together options for props for scenes, other than the  
17 production department?

18 A In relation to Kenzie, or in general?

19 Q Either. Let's start with in relation to Kenzie?

20 A We -- Kenzie herself, or her agent, could provide  
21 input. Or Chris Applebalm at the time could provide input.  
22 The director could provide input.

23 Q But the creation of this chart, that would have been  
24 by a production department, or subdepartment, which  
25 subdepartment would it be in the production departments?

1 A The creation of this type of document --

2 Q Right.

3 A -- would be within the art department.

4 Q Art department. Got it.

5 A Art.

6 Q Okay. If we can go back to Exhibit 5, the  
7 performance agreement?

8 A Yup.

9 Q So if you go to Page 2, and you go to Section 4,  
10 it's entitled: "Hours and obligations for services.  
11 Performer will provide the services on an as needed basis,  
12 including nights, weekends, and holidays. Performer  
13 understands and agrees that the filming session of the term  
14 of this agreement may take up to 10 hours." What does "on an  
15 as needed basis" mean?

16 A As we would look into scheduling shoots, there would  
17 be dates that could be good dates to shoot the films. So  
18 Kenzie would get offered those dates. And if she could not  
19 work on those specific dates, we would find other dates to  
20 work with. We would work in collaboration with her schedule.

21 Q Okay. So Vixen did everything to accommodate  
22 plaintiff's schedule; right? There was never any issues with  
23 plaintiff's availability?

24 A Sorry. That sounded like two, what's the question?

25 Q Were there ever any issues with plaintiff's

1 Q Right. Exactly. Right.

2 So you're restriking her to just doing photos and  
3 short-form content on her social media; right?

4 A On her social media?

5 Q Right.

6 A Yes, on her social media.

7 Q The next part after that social media channel doing  
8 live-cam shows with the exclusive Camsoda and live only fans  
9 shows.

10 Why was plaintiff restricted from doing live webcam  
11 shows on Camsoda?

12 A Camsoda was a company we just didn't want any  
13 association with.

14 Q Okay. That's reasonable.

15 "Doing photo shoots and media appearances with any  
16 other individual or entity." That's the next part under the  
17 only fans shows.

18 So from what we've read so far, who are the -- who  
19 are the third-party competitors that Vixen was concerned with  
20 when Vixen was writing this restriction? Who are they?

21 A Brazzers, an example.

22 Q Okay.

23 A Adult time.

24 Q Adult time?

25 A Adult time.

1           THE WITNESS: In comparison to the first agreement, yes,  
2           she could shoot with whomever she wanted to.

3

4           BY MS. COHEN:

5           Q       Can you go to Page 3, Section 7.1, under,  
6           "Exclusivity and Appearance," 7.1, is entitled, "Of Non  
7           Exclusivity of Services."

8                          "During the term of this agreement, performer will  
9           provide services to producer on a non-exclusive basis.  
10           However, performer will afford producer the right of first  
11           refusal for performer's first anal scene. And will not shoot  
12           an anal scene with any other producer or company until she  
13           has filmed the first anal scene with producer, or the term  
14           has expired, whichever is first."

15                          Do you understand that?

16           A       Yes.

17           Q       Okay. Next: "Additionally, performer will remain  
18           exclusive for anal only for three months from the date that  
19           producer shoots performer's first anal scene, in order for  
20           producer to release and promote the scene."

21                          Do you understand this paragraph?

22           A       Yes.

23           Q       Can you explain to me how this means that plaintiff  
24           can shoot with whoever she wants?

25           MR. BROWN: Objection. Vague.

1           THE WITNESS: She can shoot with whomever she wants,  
2 aside from an anal scene. Anal scene is a specific act, not  
3 a person.

4 BY MS. COHEN:

5           Q        Okay. What if she wanted to do an anal scene with a  
6 third-party competitor, that would be restricted her;  
7 correct?

8           A        We would want the first right of refusal.

9           Q        So that's correct then? Is that a "Yes" to my  
10 question?

11          MR. BROWN: Objection. Vague.

12          THE WITNESS: Again, first right of refusal is not  
13 necessarily a restriction or prohibits her, but we would like  
14 to have first right of refusal.

15 BY MS. COHEN:

16          Q        What does that mean to you, first right of refusal?

17          MR. BROWN: Asked and answered.

18 BY MS. COHEN:

19          Q        In terms of Performance Agreement No. 2, what does  
20 first right of refusal mean? What's the definition?

21          MR. BROWN: Asked and answered.

22          THE WITNESS: If she came to us with an offer,  
23 opportunity, to shoot her anal scene with another company, we  
24 would have the right to accept it, or not, or match that  
25 offer.

1 BY MS. COHEN:

2 Q So when you say "or not," you have the right to  
3 disallow plaintiff from doing an anal scene with any other  
4 company, with any company other than Vixen first?

5 MR. BROWN: Objection. Misstates prior testimony.

6 BY MS. COHEN:

7 Q Right?

8 A We should be presented the option to.

9 Q This gives you the right to refuse to allow  
10 plaintiff to do an anal scene with a company other than Vixen  
11 before she does it with Vixen; correct?

12 A Yes.

13 Q Thank you.

14 And I think this goes more into your expertise being  
15 in production. And with your educational background, this  
16 last sentence: Additionally, performer will remain exclusive  
17 for anal early for three months from the date that producer  
18 first shoots first anal scene, in order for producer to  
19 release and promote the scene."

20 Let me ask you: Is this -- and again, I don't work  
21 in the industry, so please educate me -- is this clause here  
22 because Vixen anticipates it will need three months to edit,  
23 to do things to edit in post, and come up with the final  
24 product? And in that three-month period, Vixen is  
25 redistricting plaintiff from doing anal with anybody else, in

1       order to give Vixen time to complete their editing and  
2       release the final product. Is that what this is about?

3           A     Generally, that's a decent summary, where the  
4       post-production process and marketing process could take up  
5       to three months to release a scene.

6           Q     Okay. So the prohibition here in the contract is  
7       plaintiff can't shoot anal with anybody else for three  
8       months?

9           MR. BROWN: Objection. Misstates prior testimony.

10          BY MS. COHEN:

11           Q     After the first anal scene is shot with Vixen, to  
12       give Vixen time to get their final product out first?

13           A     Yes.

14           Q     Thanks.

15           Okay. So let's backtrack a little bit to the same  
16       exhibit. Exhibit 12, Performance Agreement No. 2, Page 1,  
17       under Section 1, Entitled Engagement.

18           I'll read it out for you: "Producer hereby  
19       performer to act, model, and provide other services to  
20       producer for producer's adult motion pictures, and  
21       photographs for producer's brands and websites, vixen.com,  
22       tushy.com, blacked.com, blackedraw.com, tushyraw.com,  
23       deeper.com, and slade.com.

24           "Performer agrees to make herself reasonably  
25       available to producer throughout the term of the agreement,

1           Q. Okay. But if VZN truly believed that it was  
2         doing business with Plaintiff's loan-out companies when  
3         the contract was drafted -- and again, you're the person  
4         most knowledgeable in drafting of the contract -- why  
5         isn't -- why weren't Kenzieland LLC or Lola March LLC  
6         included as part of the contract?

7           A. We were doing business with Kenzieland and  
8         Kenzie Anne. That was the collaboration and work  
9         relationship throughout this agreement, was  
10        collaborating with Kenzieland and Kenzie Anne as the  
11        persona, the brand, the business. That's -- that's the  
12        relationship that we -- and the persona of the business,  
13        the brand we've collaborated with.

14          Q. Okay. When the contract was drafted -- and,  
15        again the person you're the person most knowledgeable in  
16        drafting of the contract -- why wasn't Kenzieland  
17        included in the contract, then?

18          A. She was not on this date in the first agreement  
19        incorporated at that time.

20          Q. Okay. What about the second agreement?

21          A. Mackenzie Thoma AKA Kenzie Anne.

22          Q. All right. So you agree, then, that none of  
23        Plaintiff's contracts during the claim period mentioned  
24        Kenzieland, Lola March LLC or Kenzieland LLC?

25          A. Within the contract, it does not state those

1       LLCs.

2           Q. So on what basis are you basing your testimony  
3           that Mackenzie Anne Thoma, Kenzie Anne, is a brand of  
4           these? Where do you -- how did you come to that -- how  
5           did VXN come to that conclusion?

6           A. She had the agent representation which  
7           signified her -- she had the -- her own business,  
8           Kenzieland, which was information that was exchanged to  
9           us from her agent, that she had a Kenzieland persona,  
10           Kenzieland business, and that was who we collaborated  
11           with.

12           Q. Okay. So you keep saying "Kenzieland." Again,  
13           where in any of the contracts does it say that the  
14           contract is between Kenzieland and VXN Media LLC -- VXN  
15           Group, LLC?

16           MR. BROWN: Objection. Asked and answered.

17           Argumentative.

18           BY MS. COHEN:

19           Q. You keep saying "Kenzieland." So, I mean,  
20           you're saying the company believed that, you know,  
21           Kenzieland was, you know, a brand, it came from her  
22           agent, that that was the business she was running. In  
23           the drafting of the contract, why isn't Kenzieland a  
24           contracting party?

25           A. In -- in the drafting of the first agreement,

1 examples -- if she had to cancel something, give an  
2 alternative date within two weeks, and also she had to  
3 be available for at least ten hours on set?

4 MR. BROWN: Objection. Compound question.

5 Vague.

6 THE WITNESS: That's a lot for me to unpack. I  
7 mean . . .

8 BY MS. COHEN:

9 Q. We're just talking about restrictions on  
10 schedule; right? There are restrictions on schedule in  
11 her contracts?

12 A. To me, offering the performer to provide us  
13 with a date is reasonably flexible where we would abide  
14 by a date she would propose to shoot.

15 Q. Where does it say that? Where does it say  
16 that?

17 A. "Performer will provide an alternative date."

18 Q. Performer. Do you know who the performer is?

19 A. Yes.

20 Q. So she's being required to provide an  
21 alternative date by when? By when?

22 A. Within two weeks.

23 Q. Within two weeks. Not at her own discretion;  
24 right?

25 A. Okay.

# EXHIBIT 50



SAG-AFTRA.

Membership & Benefits

News & Events

Contracts & Industry Resources

Get Involved

About



HOME

# Who's Covered?



All performers engaged in a music video are covered by the agreement, including actors, announcers, dancers, models, narrators, singers and stunt performers.

Choreographers and assistant choreographers are covered for purposes of health and retirement contributions only.

Up to ten (10) Background Actors are covered for budgets over \$50,000

This agreement does not include instrumental musicians.

Include Step No Step No 1 Sort Order 1

## Screen Actors Guild - American Federation of Television and Radio Artists

5757 Wilshire Boulevard, 7th Floor  
Los Angeles, California 90036

📞 [\(855\) SAG-AFTRA](tel:(855)SAG-AFTRA) / [\(855\) 724-2387](tel:(855)724-2387)  
✉️ [info@sagaftra.org](mailto:info@sagaftra.org)

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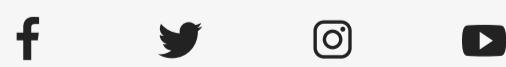
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# SAG.AFTRA

# EXHIBIT 51

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10 Attorneys for Plaintiff, MACKENZIE ANNE THOMA,  
11 and on behalf of herself and all others similarly situated**UNITED STATES DISTRICT COURT****CENTRAL DISTRICT OF CALIFORNIA**12 MACKENZIE ANNE THOMA, a.k.a.  
13 KENZIE ANNE, an individual and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 VZN GROUP LLC, a Delaware limited  
18 liability company and MIKE MILLER,  
19 an individual;

Defendants.

CASE NO: 2:23-cv-04901-WLH  
(AGRx)**DECLARATION OF RAFAEL  
YEDOYAN**

**DECLARATION OF RAFAEL YEDOYAN**

I, Rafael Yedoyan, declare and state:

1. I am an attorney at law, duly licensed to practice before all the Courts of  
2 the State of California and I am an attorney with Bibiyan Law Group, P.C, counsel of  
3 record for plaintiff Mackenzie Anne Thoma (“Plaintiff” or “Ms. Thoma”) and all  
4 others similarly situated and aggrieved. As such, I am familiar with the file in this  
5 matter and if called as a witness I could and would competently testify to the following  
6 facts of my own personal knowledge.

7. On December 31, 2024, I accessed the SAG-AFTRA Union website with  
8 the following URL:

9 <https://www.sagaftra.org/who%E2%80%99s-covered#:~:text=https%3A%2F%2Fwww.sagaftra.org,health%20and%20retirement%20contributions%20only>. A true and correct copy of the page this link leads to is  
10 attached to the joint exhibits list as “**Exhibit 50.**” Here, SAG-AFTRA states that  
11 models qualify for membership in the SAG-AFTRA union.

12. On December 31, 2024, I accessed one of the websites owned by  
13 Defendants. This specific website is dedicated to the individuals that Defendants  
14 crown as “Vixen Angels.” I accessed this website with the following URL:  
15 <https://www.vixenangels.com>. The website states that Vixen Angels are “iconic  
16 artists that break down walls and defy stereotypes.” A true and correct copy of the  
17 page this link leads to is attached to the joint exhibits list as “**Exhibit 54**”.

18. On December 31, 2024, I accessed the Instagram with the name  
19 “vixenofficial.” This Instagram account purports to be the “Official Instagram of  
20 Vixen.” I accessed this Instagram account with the following URL:  
21 <https://www.instagram.com/vixenxofficial/>. On this Instagram account, Defendants  
22 contend to be a “Global Entertainment & Lifestyle Brand” that is “In Pursuit of  
23 Pleasure.” A true and correct copy of the page this link leads to is attached to the joint  
24 exhibits list as “**Exhibit 55.**”

1       5. On December 31, 2024, I accessed the Threads.com account with the  
2 name “vixenofficial.” This Threads.com account purports to be the “Official Threads  
3 of Vixen.” I accessed this Threads account with the following URL:  
4 <https://www.threads.net/@vixenxofficial>. On this Threads.com account, Defendants  
5 contend to be a “Global Entertainment & Lifestyle Brand” that is “In Pursuit of  
6 Pleasure.” A true and correct copy of the page this link leads to is attached to the joint  
7 exhibits list as “**Exhibit 56.**”

8       6. On December 31, 2024, I accessed two websites that linked from  
9 Defendants’ Instagram, Threads.com, and Twitter accounts. These are websites where  
10 Defendants sell merchandise. The two URLs I used to access these websites are as  
11 follows: <https://www.vixenangels.com/vixenangels> and <https://vixenbrand.com>. A  
12 true and correct copy of the pages these links lead to are attached to the joint exhibits  
13 list as “**Exhibit 57.**”

14       7. On December 31, 2024, I accessed two websites that linked from  
15 Defendants’ Instagram, Threads.com, and Twitter accounts. These are websites where  
16 Defendants sell merchandise. These websites also show that Defendants models,  
17 including two individuals who appear as “Vixen Angels,” are modeling merchandise  
18 that is sold by Defendants. The two URLs I used to access these websites are as  
19 follows: <https://www.vixenangels.com/vixenangels> and <https://vixenbrand.com>. A  
20 true and correct copy of the pages these links lead to are attached to the joint exhibits  
21 list as “**Exhibit 58.**”

22       8. On December 31, 2024, I accessed the aforementioned websites above.  
23 These are websites where Defendants sell merchandise. On the “vixenbrand” website,  
24 on the top left of the webpage, there is a dropdown list entitled “women.” In the  
25 dropdown is a list of clothes sold by Defendants. This includes swimwear, intimates,  
26 apparels, and accessories. The URL to this webpage is as follows:  
27 <https://vixenbrand.com>. A true and correct copy of some of the products sold on  
28 Defendants website are attached to the joint exhibits list as “**Exhibit 59.**”

1       9. On December 31, 2024, I accessed the X.com (formerly Twitter.com)  
2 account with the name “@VIXEN.” This X.com account purports to be the “source  
3 on everything VIXEN.” I accessed this X.com account with the following URL:  
4 <https://x.com/vixen>. On this X.com account, Defendants have a link to a website they  
5 sell merchandise and advertises some of this merchandise. A true and correct copy of  
6 the page this link leads to is attached to the joint exhibits list as “**Exhibit 60.**”

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on this 31<sup>st</sup> of December, at Los Angeles, California.

/s/ Rafael Yedoyan

Rafael Yedoyan

# EXHIBIT 52

1 Q And what would be the reason that you no  
2 longer use those platforms?

3 A The reason to leave a platform is lack of  
4 traffic.

5 Q And when you say "lack of traffic," is it fair  
6 to say that you also mean lack of revenue?

7 A Yes, traffic equates to revenue.

8 Q Okay. Which of those platforms generates the  
9 most traffic for you?

10 A Over time it would be OnlyFans.

11 Q And prior to your work with Vixen how much  
12 revenue would you estimate that you made camming in a  
13 monthly period?

14 A Roughly 50,000 a month.

15 Q And this is prior to your starting to work  
16 with Vixen?

17 A Yes, sir.

18 Q Okay. And were you also camming during the  
19 time in which you were working with Vixen?

20 A No, sir because I was asked not to.

21 Q Who asked you not to?

22 A That would've been Mike Miller or whoever  
23 drafted up my contract with Vixen.

24 Q Whoever drafted the contract?

25 A Mh-hmm.

1 Q And to your awareness, to your knowledge, that  
2 was a restriction in your contract that you could not  
3 cam on your own behalf?

4 A It absolutely was.

5 Q And do you recall there being any negotiations  
6 on that point?

7 A No, sir. I do not.

8 Q So I just want to clarify. Did Mike Miller  
9 specifically instruct you that you could not cam while  
10 you were under contract with Vixen?

11 A I am not sure who at Vixen had instructed me  
12 not to, but I was not allowed to cam -- make content  
13 longer than five minutes solo or with another  
14 individual. So I was restricted in my personal income  
15 to be contracted with Vixen.

16 Q And so because you had that belief, you did  
17 not cam the entire time that you were under contract  
18 with Vixen; is that correct?

19 A Yes.

20 Q Okay. So before when I asked you about your  
21 reasons for entering into the adult entertainment space,  
22 you declined to answer that question. Is there a reason  
23 in comparison to the mainstream modeling industry that  
24 you were in, is there a reason that you -- let me  
25 rephrase this question.

1 We are on the record.

2 THE OFFICER: Counsel, before we went off  
3 the record, your previous question was, "It's correct  
4 that you were in the mainstream modeling business prior  
5 to adult entertainment; is that correct?"

6 MR. BROWN: Okay.

7 BY MR. BROWN:

8 Q Let's transition. You said before that prior  
9 to your working with Vixen, you were camming; is that  
10 correct?

11 A Yes.

12 Q And was camming the main source of your income  
13 at that time?

14 A No, it was not.

15 Q So there was another source of income that was  
16 generating more than 50,000 per month for you besides  
17 camming?

18 A At the time I had various jobs. I actually  
19 was also a hairdresser, but I was hired for many  
20 modeling jobs, commercials, etcetera.

21 Q Okay. What kind of modeling jobs?

22 A Clothing brands. I did a lot of wholesale  
23 clothing. I'd worked with Playboy, with Penthouse.

24 Q Okay. And so that work, the mainstream  
25 modeling for clothing brands, the modeling for Playboy

1 and Penthouse generated more than 50,000 per month for  
2 you?

3 A At the time things were not always consistent.

4 Q And were they inconsistent on the camming  
5 side, or were they inconsistent on the modeling side?

6 A The reason I'm having a hard time answering  
7 that is because the modeling part of it was -- I guess  
8 can you rephrase the question?

9 THE WITNESS: What is happening on here  
10 now?

11 MR. BROWN: Are we good?

12 BY MR. BROWN:

13 Q Just to clarify. Prior you stated that you  
14 were making around -- prior to working with Vixen you  
15 were making around \$50,000 a month via camming. And I  
16 asked you if that was your main source of income prior  
17 to working for Vixen.

18 A I would say that both were equally sources of  
19 income.

20 Q So you made roughly \$50,000 per month modeling  
21 just as you made roughly 50,000 a month in camming?

22 A The answer would be sometimes for both.

23 Q Sometimes in modeling you would pull down  
24 \$50,000 a month, sometimes in camming you would pull  
25 down \$50,000 a month?

1 A I don't understand that question.

2 Q You said that they were limited. What did you  
3 mean by limited?

4 A Why would Vixen limit the money I couldn't  
5 make --

6 Q Let me rephrase. Let me rephrase. So you  
7 said that the contract with Vixen prohibited you from  
8 camming on your own behalf; is that correct?

9 A Yes.

10 Q And you said that you were okay with entering  
11 into a contract with Vixen that would restrict you  
12 camming because there were other aspects of those  
13 streaming platforms that you could utilize; is that  
14 right?

15 A Yes.

16 Q What other aspects of those cam sites did you  
17 utilize?

18 A The messaging system.

19 Q Can you explain how that works?

20 A Each site runs a little differently. So the  
21 answer is not straightforward. They're locked messages,  
22 locked wall posts, subscriptions.

23 Q Okay. And your contract with Vixen did not  
24 prohibit you from engaging in those aspects of the cam  
25 sites?

1 BY MR. BROWN:

2 Q You testified -- is it correct that you  
3 testified earlier that although the contract -- you  
4 understood that the contract with Vixen restricted your  
5 ability to cam, that there were other aspects of those  
6 platforms that you were able to use?

7 A Yes, there were some aspects of the websites I  
8 was allowed to use.

9 Q And which aspects of those platforms did you  
10 use?

11 A It was limited, but it was messaging and  
12 posting locked content, which I was not allowed to  
13 exceed five minutes or have another person in the video  
14 with me.

15 Q Who communicated the restriction on the length  
16 of content that you were able to post to five minutes?

17 A I can't remember.

18 Q Do you recall a specific conversation in which  
19 that was communicated to you?

20 A It was something that was in conversation, not  
21 in -- I guess while we put the contract together. So  
22 there are things that had been said for multiple people  
23 and I'm not sure where the source was, whether it was  
24 Miller or Moz.

25 Q And when you say "Moz," you mean Mike Moz?

1 Q Did you have career goals in mind?

2 A I had an idea of what I wanted, such as  
3 campaigns for companies I wanted to be a part of. It --  
4 it was more of just an idea of getting -- the goals are  
5 -- are vague because they come and go with who you're  
6 around.

7 Q Can you recall at the time that you decided to  
8 begin performing sex acts on camera for adult  
9 entertainment studios what your goals were?

10 A At the time it was sexual liberation.

11 Q And what do you mean by "sexual liberation"?

12 A I mean I wanted to have sex on camera.

13 Q During your time working for adult  
14 entertainment studios, did you view yourself as typical  
15 amongst other performers?

16 MS. COHEN: Objection. Vague.

17 A Yes, I did.

18 Q Why did you view yourself as typical amongst  
19 other performers?

20 A Because I didn't know any better.

21 Q Do you know better now?

22 A No, I don't.

23 Q Is there anything about you in comparison to  
24 other adult performers that you consider unique?

25 A That's such a vague question. My name is

1 Q Did anyone else besides Sid Vision or Dave  
2 Rock or Ryan Kona influence you to bring this lawsuit?

3 A Yes, Vixen.

4 Q What's your relationship with Chris Applebaum?

5 A I have known Chris Applebaum -- I was probably  
6 22, 23. He is the owner of a website called Eats. It's  
7 just sexy girls eating food, and I had worked with him a  
8 lot.

9 Q How'd you first meet him?

10 A For a shoot where I ate ice cream.

11 Q And how did you come to be on that shoot?

12 A Through Instagram.

13 Q So did he see you on Instagram and solicit you  
14 to come for that shoot, or did it work the other way  
15 around?

16 A I don't remember.

17 Q Around what time would that have been?

18 A I mean the timeline of me being 22, my early  
19 twenties, I guess maybe like 2016.

20 Q Okay. Who directed your first scene with  
21 Vixen?

22 A Chris did under the name of Halston.

23 Q And did you play any part in Chris Applebaum  
24 being the director for your first Vixen scene?

25 A I am not sure.

1 Q Always?

2 A Yeah.

3 Q Did you ever read a script, and you didn't  
4 like it?

5 A Yes.

6 Q What would you do if you didn't like the  
7 script?

8 A I would try to suggest something different to  
9 be done to whoever was directing that day.

10 Q Would you suggest it to them in an email or a  
11 phone call or when you got to set?

12 A When I got to set.

13 Q Was any director ever receptive to the changes  
14 that you wanted to make to the scripts?

15 A Typically, no. They were always set in how  
16 they wanted things done.

17 Q Did they listen to your complaints?

18 A If I said things out loud, I think there were  
19 ears listening, yes.

20 Q Were you ever forced to like reshoot a scene  
21 because the director didn't like your performance on a  
22 certain scene?

23 A I had been -- do you mean in the case of  
24 leaving and coming back?

25 Q I mean in the case of -- for example, they

1 Q Why did you go to Joshua Tree?

2 A To shoot for like 15 hours unpaid and burn my  
3 feet off.

4 Q Did you have any input in the decision to go  
5 to Joshua Tree?

6 A I had some input in how I wanted the photos to  
7 look.

8 Q Did you suggest a location in Joshua Tree?

9 A No.

10 Q No?

11 A No.

12 Q Do you know whose idea it was to have a shoot  
13 in Joshua Tree?

14 A It would've been -- I'm not really sure,  
15 honestly. There's a lot of people involved on that  
16 shoot.

17 Q Did you ever indicate to anyone that you  
18 wanted to go to Joshua Tree?

19 A No. I hate the desert.

20 Q How did you get there?

21 A I drove in my car.

22 Q Did you go with anybody else?

23 A I went with a stylist named Haley Camille.

24 Q And did you have any input on the actual  
25 location of this production in Joshua Tree?

1 A I'm going to answer this for the third time.

2 No, I did not.

3 Q Let me be more specific. Did you have any  
4 input on the building that the production took place in?

5 A They showed me a picture of a cool building  
6 and I said, "That's cool."

7 Q Okay. Did you weigh in -- or was your opinion  
8 asked for the artistic direction or creative direction  
9 in connection with that shoot?

10 A As a model I am expected to perform the  
11 creative direction that I see with a photographer. That  
12 relationship, when something works, a pose works, when  
13 lighting is pretty, when I know my good angles, to that  
14 degree, yes.

15 Q What about prior to actually doing the work,  
16 would you have any input as to the way you wanted it to  
17 look prospectively?

18 A They showed me a couple different styles,  
19 which was like, they had like a mockup of what would be  
20 like a mood board, I guess you could say. And they had  
21 me select my favorites.

22 Q Okay. Did you have any input in the wardrobe  
23 that you wore that day?

24 A No, because it was a Vixen branded wardrobe.  
25 So everything I wore had Vixen on it.

1           A     Really closely after Kenzieland. I had  
2     realized that there's a lot of personal information when  
3     you have an LLC and that it should not be related to  
4     your business. So I had -- a lawyer at the time advised  
5     me to get a new LLC and sort of just stop using  
6     Kenzieland.

7           Q     And so what was the purpose behind forming  
8     Lola March, LLC?

9           A     The safety of where I lived and where I  
10     regulated.

11          Q     I see. So you wanted to use Lola March, LLC  
12     as a buffer between your personal information and  
13     business?

14          A     Yes.

15          Q     And what did Lola March, LLC do?

16          A     It served as a method for people to pay me so  
17     I could do my taxes as an independent contractor.

18          Q     Are you familiar with the term "loan out  
19     company"?

20          A     No.

21          Q     Okay. Is Lola March still active?

22          A     Yes.

23          Q     Did Lola March to your knowledge file a  
24     separate tax return?

25          A     Yes.

1                   You can answer.

2                   THE WITNESS: I did answer. You were  
3 talking over me.

4                   I said, yes. That is how I was directed  
5 by multiple people on set.

6 BY MS. COHEN:

7                   Q     Okay. So when you first arrived on set, what  
8 was -- can you just in general, or on an average day  
9 that you would arrive on scene, what was one of the  
10 first things that Vixen or a director or Mike Miller  
11 instructed you to do?

12                  MR. KANE: I'm going -- objection. Vague  
13 and ambiguous and compound.

14                  A     When I got to set, I was requested to get into  
15 hair and makeup and was typically given my script or the  
16 contract, W-9 for the day.

17                  Q     Okay. And once your hair and makeup were done  
18 and you reviewed your script, would you go immediately  
19 to start performing the scene, or was there something  
20 that was required of you first before the filming began?

21                  A     There was never -- I never went straight into  
22 a scene. I always had like six hours of photo shoots,  
23 which didn't typically involve the scene. Sometimes it  
24 was split, but I'd be put in Vixen merchandise and shot  
25 for their graphic tee brand, like panties, bra, whatever

1 else. And then later on moved into what could  
2 potentially be my -- my set wardrobe. Sometimes it  
3 wasn't, sometimes it was just extra promo for Vixen.  
4 Eventually, I want to say six, seven hours down the line  
5 is when we would start filming sex.

6 Q Okay. Six, seven hours. So would you say it  
7 was anywhere between six and seven hours before you even  
8 got to any of the actual acting?

9 A Yes.

10 Q Okay. And then on average, how long would the  
11 acting last in comparison to everything else you had to  
12 do?

13 A Script run through was always like an hour.  
14 Sex was less than an hour.

15 Q Okay. So out of approximately like an  
16 eight-hour day, only one hour was the actual acting?

17 A Yes, except that it was way longer than eight  
18 hours.

19 MR. KANE: Just object to leading  
20 question but go ahead.

21 BY MS. COHEN:

22 Q So earlier in your testimony, I think there  
23 was a little bit of a dispute over what you would  
24 consider adult entertainment. Is that correct?

25 A Yes.

1 MR. KANE: Objection -- object to  
2 relevance, but.

3 THE WITNESS: No, they did not.

4 BY MS. COHEN:

5 Q Okay. So going back to the specific  
6 instructions that were given to you that we were  
7 discussing earlier regarding the control over the  
8 scenes, your outfit, the timing of the scenes, your hair  
9 color, your nail color, all the personal grooming  
10 requirements. In relation to that, what about your  
11 sexual partners during the scene? So my question is,  
12 did you have any freedom of choice as to who your sexual  
13 partners would be during the scenes?

14 A Only for my first two scenes I got to choose  
15 my partners I performed with.

16 Q Okay. But other than those two scenes, those  
17 were completely selected and controlled by Vixen?

18 A It was so much in fact that my agency actually  
19 had a no list. And when I had showed up to a shoot in  
20 Turks and Caicos, somebody was on -- who was on my no  
21 list was performing with me, and I was given no option  
22 to not perform with him.

23 Q Did you object when you realized that the  
24 person on the no list was the person on the scene at  
25 Turks and Caicos? Did you object?

1 A Yes, I did.

2 Q And what was the result of that? Did Vixen  
3 give you the opportunity to not perform the scene?

4 A No. In fact, they tried to convince me it was  
5 the -- I was not thinking of the right person when I had  
6 the man's name and photo in front of me.

7 Q Okay. And ultimately because of those actions  
8 of Vixen, would you say -- what happened? Did you  
9 perform the scene with that person that was on the no  
10 list?

11 A I did perform with him.

12 Q So I just want to ask you a couple of  
13 questions about the LLCs that were discussed earlier.  
14 So earlier Mr. Brown had asked you about Kenzieland, do  
15 you recall?

16 A Yes.

17 Q Okay. Was Kenzieland ever an LLC?

18 A Kenzieland became an LLC after I became a  
19 Vixen contract star. I --

20 Q Sorry, I didn't hear the middle of that.

21 A So Kenzieland became an LLC after I had become  
22 a Vixen contract star. I ran Kenzieland my business --  
23 I ran Kenzieland my business without an LLC because I  
24 didn't know any better and it was recommended to me to  
25 continue to work to have an LLC. And that was where

1 Kenzieland, LLC was created. And the Lola March  
2 happened afterwards to protect my personal information  
3 for Kenzieland.

4 Q So you created Kenzieland before it was just  
5 the brand, not an LLC, it became an LLC while you were  
6 contracted with Vixen?

7 A Yes. Yes.

8 Q Okay. Did Vixen require you to maintain an  
9 LLC in order to get paid for your work?

10 A They -- Vixen had told Dave Rock and Ryan Kona  
11 to advise me to get an LLC for payment or I couldn't  
12 work.

13 Q Okay. So if you wanted to perform work for  
14 Vixen, you had to have these LLCs?

15 A Yes.

16 MS. COHEN: Okay. I don't have any more  
17 questions.

18 Counsel.

19 EXAMINATION

20 BY MR. KANE:

21 Q Good afternoon.

22 A Good afternoon.

23 Q My name is Brad Kane. I also represent the  
24 defendants in this action. And you mentioned a few  
25 minutes ago that Mike Miller had ideas about the scene;

# EXHIBIT 53

Vendor No.		00-0000467		Quickbooks ID		
Name	Mackenzie Anne Thoma					
1. Main	2. Additional	3. Statistics	4. Summary	5. History	6. Invoices	7. Transaction
<hr/>						
Invoice No.	Inv Date	Inv Due Date	Curr	Amount	Balance	Comment
071522	7/15/2022	7/15/2022	USD	5,000.00	0.00	7/15 Kenzie Ann
052322	5/23/2022	5/23/2022	USD	1,500.00	0.00	5/23 Kenzie Anne
040322	4/3/2022	4/3/2022	USD	5,000.00	0.00	4/3 Kenzie Anne
121121	12/11/2021	12/11/2021	USD	4,000.00	0.00	12/11 Kenzie Anne
121121ADJ	12/11/2021	12/11/2021	USD	1,000.00	0.00	12/11 Kenzie Anne (Add on short pay)
103021	10/30/2021	10/30/2021	USD	5,000.00	0.00	10/30 Kenzie Anne
072921	7/29/2021	7/29/2021	USD	3,100.00	0.00	7/29 Kenzie Anne
072821	7/28/2021	7/28/2021	USD	1,500.00	0.00	7/28 Kenzie Anne
062921	6/29/2021	6/29/2021	USD	1,500.00	0.00	6/29 Kenzie Anne
050621	5/6/2021	5/6/2021	USD	3,500.00	0.00	5/6 Kenzie Ann
050521	5/5/2021	5/5/2021	USD	190.00	0.00	5/5 Kenzie Anne: Testing Reimbursement
050521DIAL...	5/5/2021	5/5/2021	USD	500.00	0.00	5/5 Mackenzie Thoma
040121	4/1/2021	4/1/2021	USD	3,000.00	0.00	4/1 Kenzie Anne
022721	2/27/2021	2/27/2021	USD	15,000.00	0.00	2/27 Kenzie Anne
120920	12/9/2020	12/9/2020	USD	10,000.00	0.00	12/9 Kenzie Anne

# EXHIBIT 54

## VIXEN ANGEL

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# EXHIBIT 55

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[vixenangels.com + 1](#)

🇫🇷 VA PARIS



⚾️ WORLD ...



🍔 F.S.F.



🇮🇹 VA ITALY



🔴 RED LIGHT



⚾️ LA DOD...



✳️ OC FAIR

# EXHIBIT 56

vixenxofficial



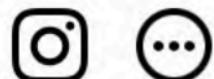
**VIXEN**

vixenxofficial threads.net



In pursuit of pleasure. Official Threads of VIXEN, a Global Entertainment & Lifestyle Brand

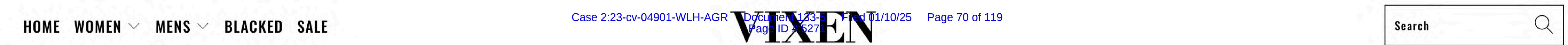
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# EXHIBIT 57

VIXEN  
*Angel*

HOME VIXEN ANGELS BLOG SHOP



Page 652 of 857 \_ Joint MSJ Appendix

# EXHIBIT 58

HOME VIXEN ANGELS  
BLOG SHOP

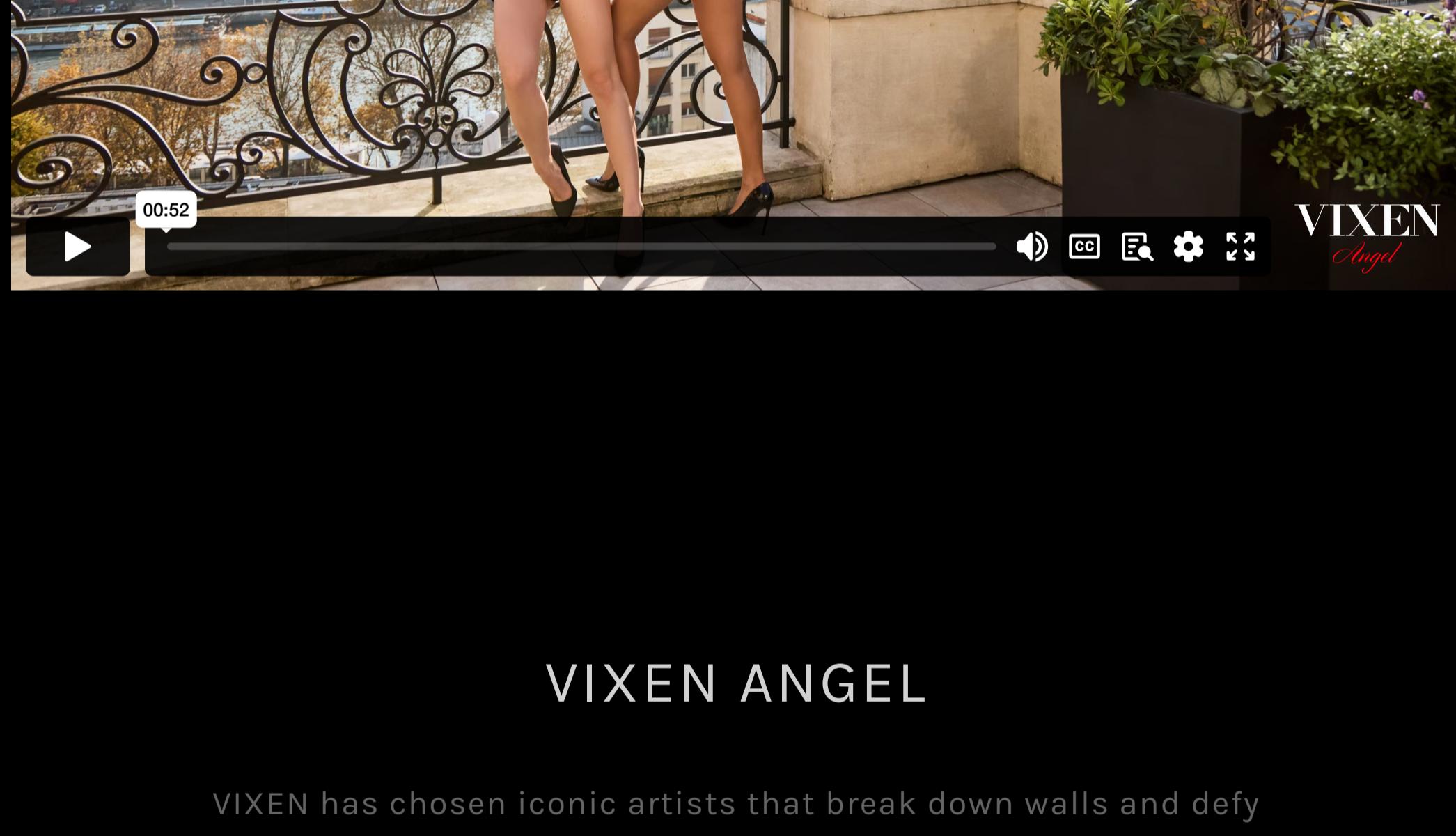
VIXEN  
*Angel*



EVE SWEET

AGATHA VEGA

## NEWEST VIXEN ANGELS EVE SWEET & AGATHA VEGA



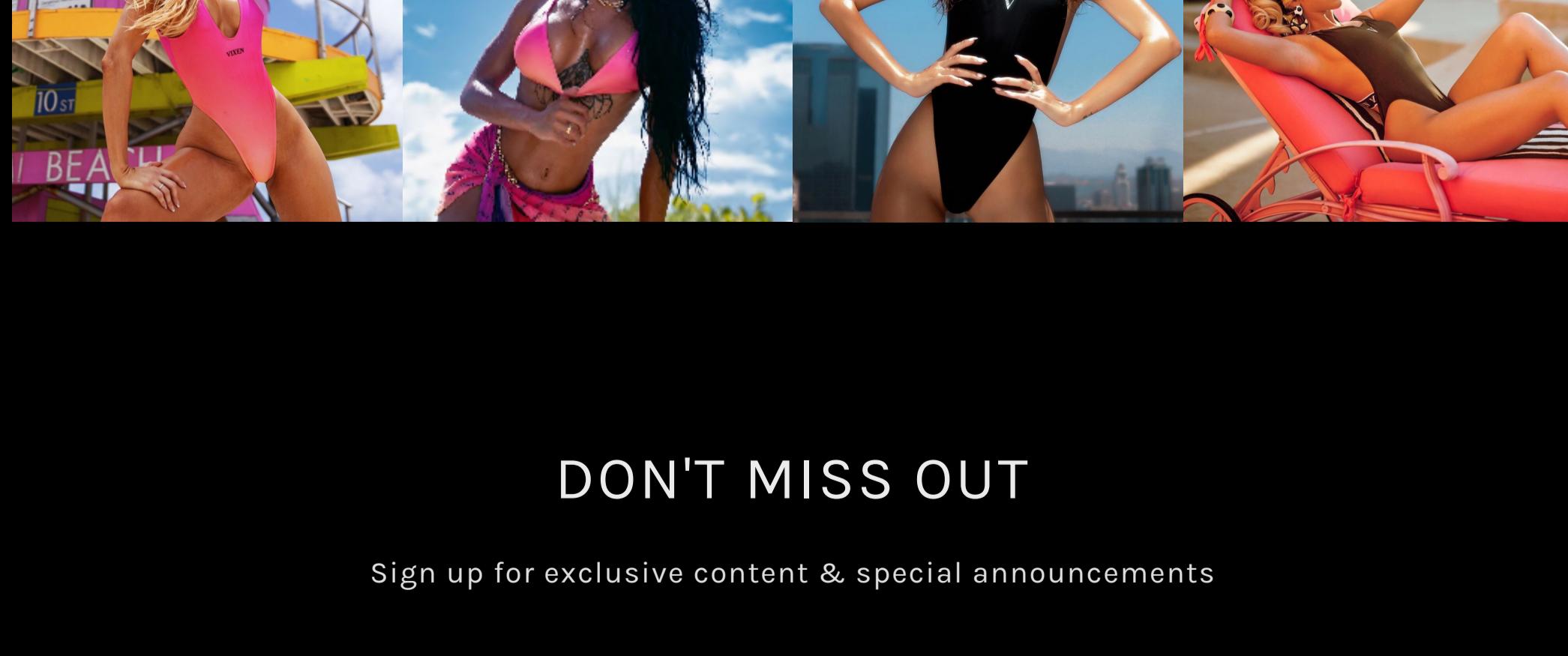
VIXEN  
*Angel*

## VIXEN ANGEL

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# EXHIBIT 59

SALE

SALE



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**VIXEN ONE PIECE SWIMSUIT**

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**VIXEN SPORTS BRA**

\$12.50 ~~\$25.00~~



**VIXEN BIKER SHORTS**

\$14.00 ~~\$28.00~~

SALE



SALE





SALE



SALE



SALE



SALE



**VIXEN JACQUARD SWIM ONEPIECE**

\$25.00 ~~\$50.00~~

SALE



**VIXEN JACQUARD SWIM TOP**

\$15.00 ~~\$30.00~~

SALE



**VIXEN JACQUARD SWIM BOTTOM**

\$15.00 ~~\$30.00~~

SALE



SALE





**VIXEN ICON BRALETTE**  
\$45.00



**VIXEN ICON THONG PANTY**  
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**VIXEN ICON BRALETTE**  
\$45.00



**VIXEN ICON THONG PANTY**  
\$45.00



# EXHIBIT 60



12.4K posts

EVE SWEET &amp; AGATHA VEGA

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Page 663 of 857 \_ Joint MSJ Appendix

**Blacked Tho****\$35.00**

# EXHIBIT 61

~~CONFIDENTIAL~~

**From:** [REDACTED] Moz [REDACTED]  
**Subject:** Fwd: VMG Destination Shoots - Emily Willis & Kenzie  
**Date:** February 7, 2022 at 11:51 AM  
**To:** Mike [REDACTED] Steve [REDACTED]

----- Forwarded message -----

**From:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>  
**Date:** Wed, Feb 2, 2022 at 7:45 AM  
**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie  
**To:** Jana [REDACTED]  
**CC:** Julia [REDACTED] Julia [REDACTED] Moz [REDACTED]

[REDACTED]  
Ryan Kona  
Talent Agent  
702-528-5980  
[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

**From:** Jana [REDACTED]  
**Sent:** Wednesday, February 2, 2022 7:43:33 AM

**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>  
**Cc:** Julia [REDACTED] Julia [REDACTED]  
[REDACTED] Moz [REDACTED] [REDACTED] - Emily Willis & Kenzie

Ok thank you - and LAX is the airport of departure and return for both, correct ?

Jana

On Wed, Feb 2, 2022 at 10:28 Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)> wrote:  
Business class is preferred but since you are paying for travel they can do economy

Ryan Kona  
Talent Agent  
702-528-5980  
[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

**From:** Jana [REDACTED]  
**Sent:** Wednesday, February 2, 2022 7:18:20 AM

**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>  
**Cc:** Julia [REDACTED]  
[REDACTED] Moz [REDACTED]  
**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie

Good morning Ryan,

Wanted to check if for models they require business class travel or if economy is ok ?

Thank you very much .

Jana.

On Tue, Feb 1, 2022 at 19:40 Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)> wrote:  
Please reach out to us in regards to any information that is needed prior to their travel date and will coordinate contact info with driver, crew etc right before they leave

Ryan Kona  
Talent Agent  
702-528-5980  
[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

**From:** Jana [REDACTED]  
[REDACTED] February 1 2022 4:34:12 PM

017113

~~CONFIDENTIAL~~

Page #5285

**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>**Cc:** Julia [REDACTED]

Moz [REDACTED]

**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie

Thank you very much for the passports .

If you could also kindly share the girls phone numbers , so I can reach out to them with everything else we need them to be prepared for, including full tests , COVID tests , need to check if they are vaccinated , have their nails done short and nude , bring second ID for signing documents, plus of course coordinate the travel , help them find their way at the airport and organize pick up upon arrival, be in touch regarding any possible flight delays.

We have our driver who would pick them up from the airport upon arrival.

A lot of planning goes into these travel productions:)

Kind regards,

Jana [REDACTED]

On Tue, Feb 1, 2022 at 19:17 Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)> wrote:

Hey Jana,

Here's their passports

Ryan Kona

Talent Agent

702-528-5980

[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

---

**From:** Jana [REDACTED]**Sent:** Tuesday, February 1, 2022 11:15:42 AM**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>**Cc:** Julia [REDACTED]

Moz [REDACTED]

**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie

Hi Ryan,

We would like to proceed arranging the flights for the models , can I please have their phone number so I can reach out and ask for the passport photo , and we can coordinate the travel.

Thank you

Jana

On Mon, Jan 31, 2022 at 17:33 Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)> wrote:

100 for each scene

Ryan Kona

Talent Agent

702-528-5980

[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

---

**From:** Jana [REDACTED]**Sent:** Monday, January 31, 2022 2:32:00 PM**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>**Cc:** Julia [REDACTED]

Moz [REDACTED]

**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie

Ok got it , may we know what the agency fees are ?

Thank you

Jana

017114

On Mon, Jan 31, 2022 at 17:26 Hyun Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)> wrote:  
They do not

Ryan Kona  
Talent Agent  
702-528-5980  
[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

---

**From:** Jana [REDACTED] >  
**Sent:** Monday, January 31, 2022 2:19:23 PM

**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>  
**Cc:** Julia [REDACTED]  
[REDACTED] Moz [REDACTED]  
**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie

Thank you , do these rates include agency fees as well ? So we can budget accordingly

Best,

Jana

On Mon, Jan 31, 2022 at 15:52 Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)> wrote:  
Emily rates are as follows:

BGG 2200  
BBGGA 3k

Kenzie has a contracted rate with Vixen 5k per scene regardless of what it is

Ryan Kona  
Talent Agent  
702-528-5980  
[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

---

**From:** Jana [REDACTED]  
**Sent:** Monday, January 31, 2022 5:50:31 AM

**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>  
**Cc:** Julia [REDACTED]  
[REDACTED] Moz [REDACTED]  
**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie

Thank you for confirming the dates , could you kindly also confirm the rates for each model for the scenes proposed ?

Kind regards,  
Jana

On Sun, Jan 30, 2022 at 16:56 Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)> wrote:  
Yes those dates are good

Ryan Kona  
Talent Agent  
702-528-5980  
[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

---

**From:** Jana [REDACTED]  
**Sent:** Sunday, January 30, 2022 1:46:50 PM  
**To:** Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>  
**Cc:** Julia [REDACTED]  
[REDACTED] Moz [REDACTED]

**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie

Hi,

Not sure I understand - we are waiting to hear back if the dates we gave you for Emily and Kenzie are good for them to travel on :)

~~CONFIDENTIAL~~

We would like to have their availability confirmed.

Thank you ,

Jana

On Sun, Jan 30, 2022 at 16:40 Ryan Kona <[ryan@motleymodels.com](mailto:ryan@motleymodels.com)> wrote:  
Just wanted to follow up with you that Dates for Kenzie and Emily work

Ryan Kona  
Talent Agent  
702-528-5980  
[Ryan@motleymodels.com](mailto:Ryan@motleymodels.com)

**From:** Jana [REDACTED]

**Sent:** Saturday, January 29, 2022 5:49:00 AM

[REDACTED] >

**Cc:** Julia [REDACTED] Ryan Kona  
<[ryan@motleymodels.com](mailto:ryan@motleymodels.com)>

**Subject:** Re: VMG Destination Shoots - Emily Willis & Kenzie

Hi Ryan!

And nice to virtually meet you.

Previously Norbert was arranging the booking for Julia , I will be staying in communication from now on :)

Emily Willis had previously worked with Julia twice already and we are looking forward to having her back on our production.

We would need Emily to travel to Dominican Republic on 28th of February (latest March 1).  
Earlier is better so she can rest up and adjust to local time.

She would have a scene on March 2, for Vixen BGG, with Eve Sweet (contract model for vixen) and Christian Clay.  
Next scene on March 4 will be Tushy, BBGG-A anal scene with Stefany Kyler, Christian Clay and Alberto Blanco.  
If possible her return should be on March 6, as there are many unpredictable conditions such as weather or other models having issues which would require us to have some more time to finish everything, photos and story parts.  
Please would you kindly confirm her rates for both Vixen and Tushy scenes.

For Kenzie

Scenes are in Turks & Caicos

We would like to have her flying in on March 25th (latest 26)

She will have a Tushy anal scene on 27th March with Liya Silver and Christian Clay.

Next scene is on 28th of March , Blacked BBG with Aaron Rock and Jack Ripper.

She can fly out on 29th of March.

Please kindly confirm her rates for these scenes.

Our production is taking care of accommodations, air port pick ups, we have our own chef preparing meals all day everyday.

If there are any dietary restrictions please kindly let us know.

Once the availability and rates are confirmed, we would like to proceed with booking the flights as soon as possible - We can send you some flight options first.

Please let me know if you have any further questions.

Kind regards,

Jana [REDACTED]

On Fri, Jan 28, 2022 at 16:25 [REDACTED] Moz [REDACTED] > wrote:

Ryan

Let me introduce you to Julia Grande & Jana from our European Production Team.

I told you about an upcoming trip we are planning, we would like to have both Emily Willis & Kenzie be a part of.

Julia & Jana will coordinate all aspects of the booking including:

017116

- Testing Requirements
- Travel
- Accommodations
- Meals
- Type of shoot(s)
- Rates
- Wardrobe
- Performer Payment
- Agency fees

Looking forward to working on this, please let me know if I can be of any assistance.

Respectfully,

[REDACTED]  
[REDACTED]

017117

017118

Page 670 of 857 \_ Joint MSJ Appendix

# EXHIBIT 62



VIXEN x EATS KENZIE DEBUT

The style of this very high-end luxury art porn fuses a sophisticated, elevated look with Kenzie's insatiable desire for pleasure, very explicit sex, and making bodies look like the slickest, shiniest car commercial trapped inside a music video. While this is the Fantasy, the Vixen brand always has a story to set everything up. I think Kenzie's real-life story is great - simultaneously a fashion model and secret cam girl - until she decided one day to say fuck it and just shoot porn. I imagine a set up where (hypothetically) Gianna and Naomi are getting ready for an elegant event (award show), wearing evening gowns. Chic. Yves Saint Laurent vibes. Red lips. Glossy red nails. Naomi's friend Kenzie is going to pick them up in her Uber Black so they can all go to the event together. Since Gianna hasn't met Kenzie yet, she asks Naomi to tell her a little more about her. Naomi takes out her phone and shows her Kenzie's Instagram, explaining that she wants to get into porn and it will be fun for two pro's to give her advice. As the doorbell rings, Gianna asks (not in a bitchy way) if she's got what it takes to really make it. After all, it's not all about good looks...

Kenzie enters and the three look gorgeous together. "So this is the fashion model that wants to do porn?" Gianna asks. Let's just say that they leave the Uber in the driveway for the next hour as Gianna and Naomi initiate Kenzie to see if she's got what it takes. This is a set up to have Kenzie need to "prove" herself to both Gianna and Naomi. I want to infuse an element of the Spectacular so this is the Superbowl of G/G films. What I'm talking about are a lot of interesting, super fetish-y set-ups to constantly excite viewers. I imagine the sex to have a tinge of Andrew Blake...high heels and pearl necklaces stay on the whole time. One of the girls may simply hike up her dress but leaves it on. Kenzie ravages Gianna and Naomi in impressive fashion but the initiation isn't complete. The girls need to see how far this fashion model will take it. Gianna and Naomi brandish dildos, Kenzie shows them her impressive skills at blow jobs, and the two treat Kenzie to a dildo double-penetration in a final, memorable scene. In a perfect world this would be done with Kenzie standing, her hands steadying her while she holds onto a chandelier. We can work on this more if this isn't a possibility, but whatever the art direction, it should be clear to everyone by the end of this scene that Kenzie is certainly ready for the big stage...

Eats



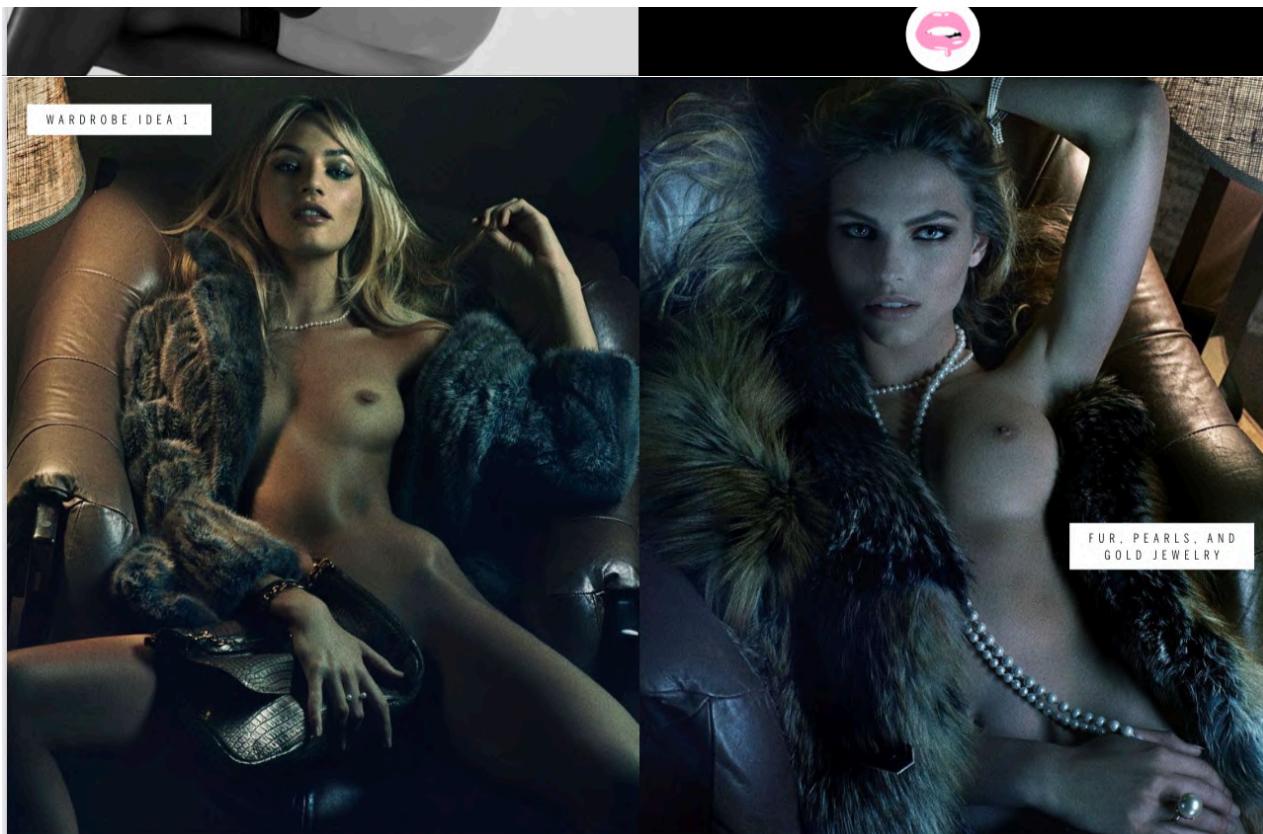
VIXEN MOOD BOARD

I put together a mood board for both Vixen and Blacked with the Look & Feel + some key shot ideas. A couple of these things can be revised/massaged based on logistics, costs, etc. Please consider the following as suggestions, a springboard to work from...

Eats

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Page 672 of 857 \_ Joint MSJ Appendix



017301



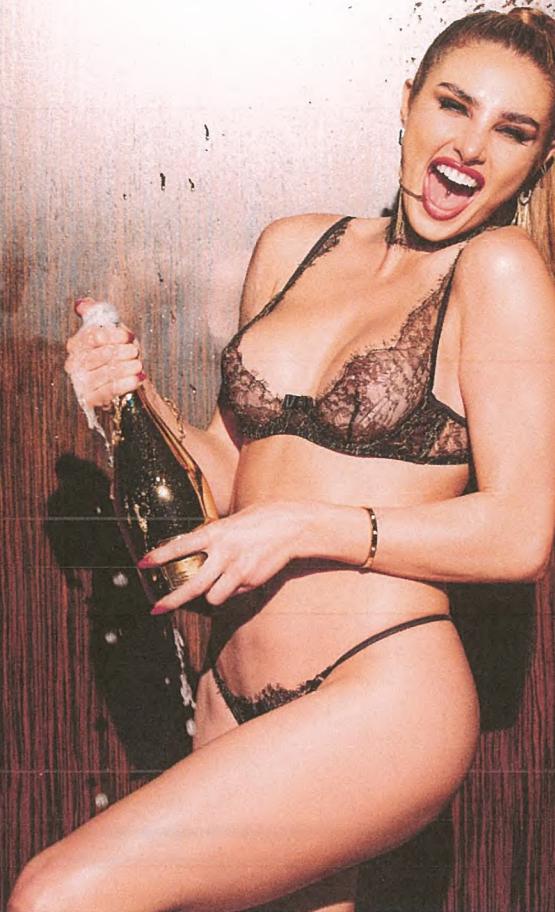
[REDACTED]

[REDACTED]

[REDACTED]

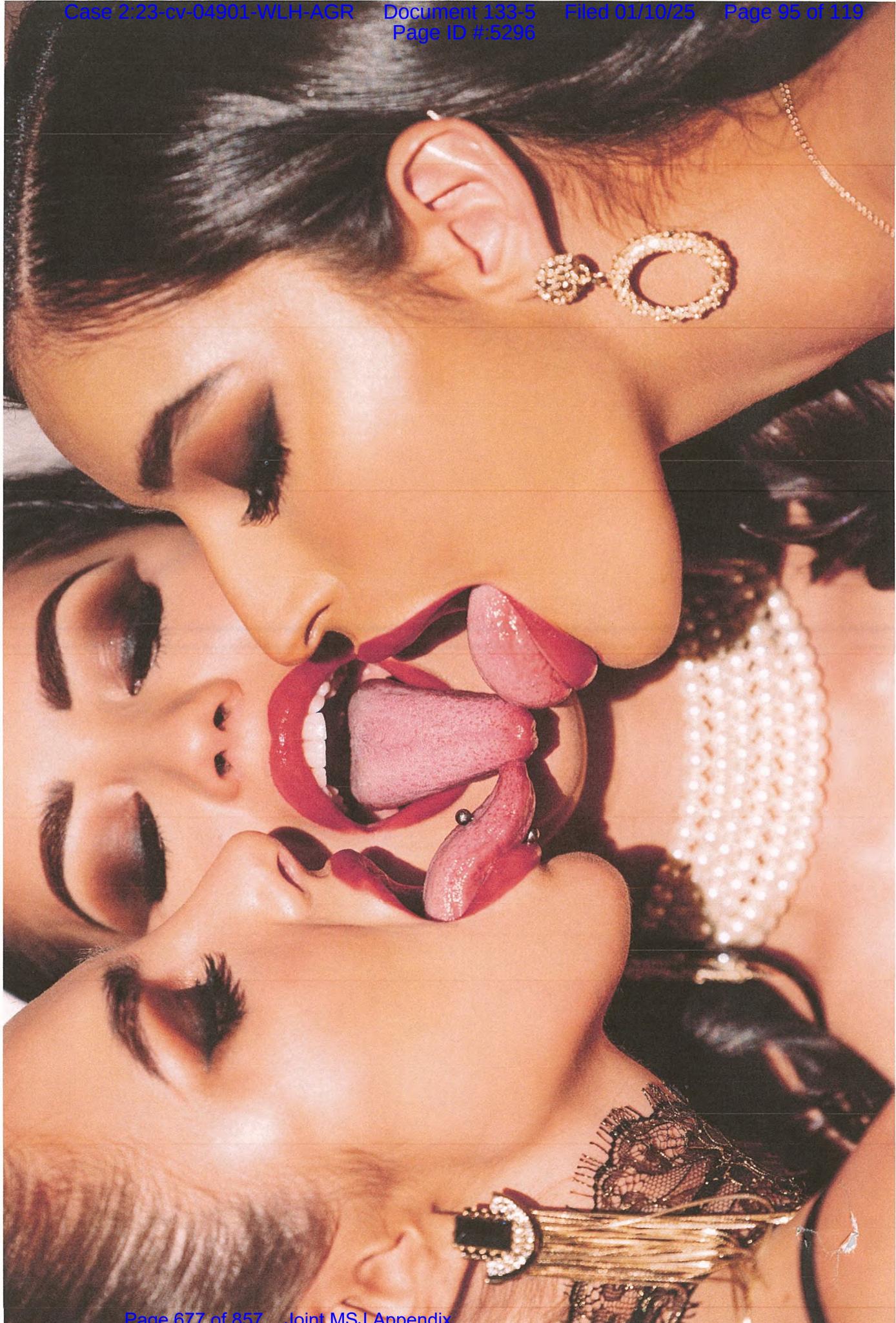
017302

Page 674 of 857 \_ Joint MSJ Appendix



(6)





12:07

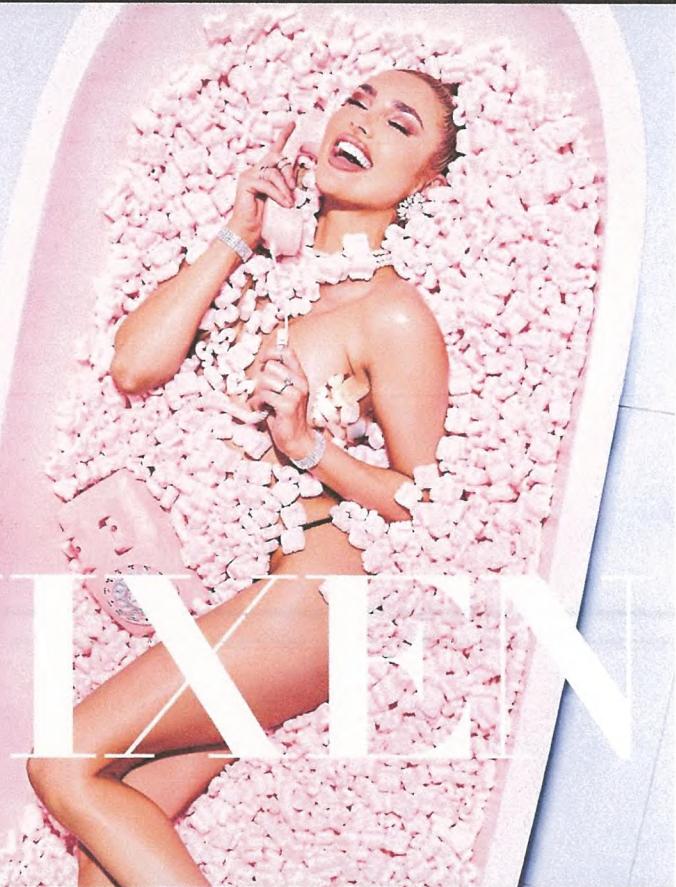


⑨

MISSKENZIEANNE  
Posts

misskenzieanne

...



View insights

Boost post

Heart 7,045 Comment 124 Share 2



Liked by leahfitzsimmons and others

misskenzieanne New new with @vixenxofficial coming this Friday 😍😍💋

View all comments

vladaisafox Soo cute

makeupbyjpablo This. @misskenzieanne 🙌

December 13, 2021



EXHIBIT

9



10



~~CONFIDENTIAL~~

From: Mike Miller [REDACTED]   
Subject: Fwd: BLACKED  KENZIE ANNE DEBUT   
Date: August 19, 2024 at 1:58 PM  
To: Emilie [REDACTED]

---

----- Forwarded message -----

From: **BLACKED.com** ✓ <[REDACTED]>  
Date: Sat, May 22, 2021 at 2:56PM  
Subject: BLACKED  KENZIE ANNE DEBUT   
To: [REDACTED]



000014



OUT NOW

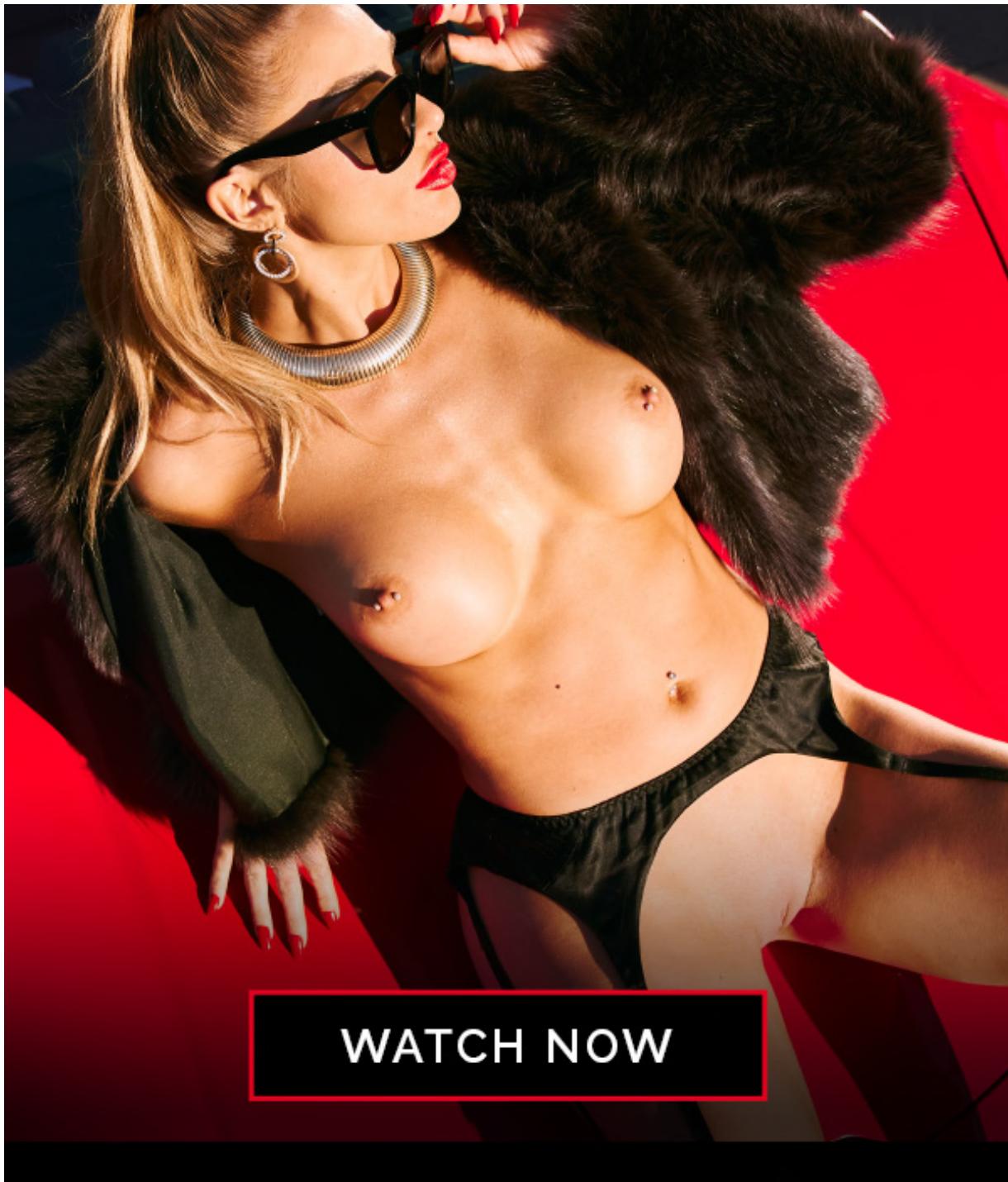
THIS IS NOT A DRILL

~~CONFIDENTIAL~~

**GAME CHANGING DEBUT**

000016

Page 682 of 857 \_ Joint MSJ Appendix



WATCH NOW

000017

Page 683 of 857 \_ Joint MSJ Appendix

# BLACKED



EXHIBIT

2



EXHIBIT

3

IMG\_4668.JPG



EXHIBIT

4

# EXHIBIT 63

**CONFIDENTIAL**

Vixen Angel - Kenzie Anne -

Tasks	Assigned To	Amount:
Invisible House - J tree	Steph	\$6,782.00
Ruby Rental - Accessories	Haley	\$1,000.00
Props/equipment	Mark	\$441.00
Airbnb for night before	Steph	\$1,331.00
Food and misc supplies	Steph	\$438.26
<b>CREW</b>		
Kenzie	Confirmed	\$0.00
Ashley - AJK - Photo	Confirmed	\$2,000.00
Lex - Video	Confirmed	\$2,500.00
Zaccary [REDACTED] - Lex pa	Confirmed	\$0.00
HMUA - Mel	Confirmed	\$650.00
Steph - Art	Confirmed	\$0.00
Matt - Creative	Confirmed	\$0.00
Haley - Stylist	Confirmed	\$0.00
Braxton - Stylist	Confirmed	\$0.00
	<b>Total:</b>	<b>\$15,142.26</b>

Provide transportation to Braxton and wardrobe		x
Spf		x
Umbrellas	Steph	x
Crafty		x
Reflectors		
Hose		
Polaroid camera and film	Steph	x
Angel necklace		
silk robe/slippers		x
Large Cooler and ice		
Mark lighting kit		
Silk? 10 x 10		
shiny board reflectors on a stand		
trash bags		
broom		
towels for pool		
toilet paper		

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Page ID#5808

**Shoot - Sept 8****Notes:**[41d4e1000e873af9](#)

8198 Uphill Road, Joshua Tree, CA 92

[&source\\_impression\\_id=p3\\_1630434407\\_7E7%2F](#)

61424 Latham Trail, Joshua Tree, CA 92252, L

Ashlee [REDACTED]

Lexington [REDACTED]

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Page #5800

000312

Page 690 of 857 \_ Joint MSJ Appendix

~~CONFIDENTIAL~~

Page #5810

**KENZIE ANNE - ANNOUNCEMENT - SEPT 26, 27 & 28**

<b>ANGELS</b>			
KENZIE ANNE			
SCARLIT SCANDAL			
AMIA MILEY			
RILEY STEELE			
NATALIA STARR			
MIA MALKOVA			
<b>CONTENT TEAM</b>			
		<b>Days / Submit</b>	<b>Rate</b>
AZZY	HMUA	1	\$650.00
KEVIN	PHOTO/VIDEO	1	\$2,800.00
ROB		1	
MAEGAN			
Steph			
Mal			
Mark			
Sean			
KATHERINE			
ANNOUNCEMENT			
VENUE	HOTEL (XYZ)	1	\$1,976.45
VIXEN GIRLS		3	\$500.00
VIXEN GIRLS ACTVATION			
FOOD & BEVERAGE			
HOSTED MEAL / EVENT			
CHAMPAGNE TOWER			
GIANT CHAMPAGNE GLASS			
V floaties			
Luxe bites cones w/ VA stickers			
KENZIE BALLOONS			<b>TOTAL</b>

ROSES

SPA TREATMENTS

[https://www.boatsetter.com/boats/zftmhzh?min\\_capacitiy=12&pos=33&start\\_period=2022-09-28&end](https://www.boatsetter.com/boats/zftmhzh?min_capacitiy=12&pos=33&start_period=2022-09-28&end)

Licensed captain and crew members, Fuel

000313

Total	Notes:
\$650.00	
\$2,800.00	
\$0.00	
\$0.00	
\$0.00	
\$1,976.45	
\$1,500.00	
\$0.00	
\$0.00	
\$6,926.45	

period=

000314

Page 692 of 857 \_ Joint MSJ Appendix

~~CONFIDENTIAL~~

Page #5812

000315

Page 693 of 857 \_ Joint MSJ Appendix

~~CONFIDENTIAL~~

Page #58A3

**KENZIE ANNE - ANNOUNCEMENT - SEPT 26, 27 & 28**

ANGELS			
KENZIE ANNE			
SCARLIT SCANDAL			
AMIA MILEY			
RILEY STEELE			
NATALIA STARR			
MIA MALKOVA			
CONTENT TEAM			
		Days / Submit	Rate
AZZY	HMUA	1	\$650.00
KEVIN	PHOTO/VIDEO		\$2,800.00
ROB			
ERIC			
MAEGAN			
Steph			
Mal			
Mark			
Sean			
KATHERINE			
ANNOUNCEMENT			
BOAT - 4 HOURS (includes fees)		1	\$10,565.00
VIXEN GIRLS		3	\$500.00
CHEF PREP DAY AND SHOOT DAY		1	\$1,000.00
TIP		1	\$1,900.00
Luxe bites cones w/ VA stickers			
KENZIE BALLOONS			
ROSES			

[https://www.boatsetter.com/boats/zftmhzh?min\\_capacitiy=12&pos=33&start\\_period=2](https://www.boatsetter.com/boats/zftmhzh?min_capacitiy=12&pos=33&start_period=2) TOTAL

Licensed captain and crew members, Fuel

Sunset 641pm

Free cancellations until 30 days before the booking start date. 50% refund for cancellations between 1

~~CONFIDENTIAL~~

Total	Notes:
\$650.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$10,565.00	
\$1,500.00	
\$1,000.00	
\$1,900.00	

\$15,615.00

4-30 days before the booking start date. Cancellations within 14 days of the booking start date are non-refundable

000317

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Page #5815

000318

Page 696 of 857 \_ Joint MSJ Appendix

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Page #5816

**KENZIE ANNE - ANNOUNCEMENT - SEPT 26, 27 & 28**

<b>ANGELS</b>			
KENZIE ANNE			
SCARLET SCANDAL			
AMIA MILEY			
RILEY STEELE			
NATALIA STARR			
MIA MALKOVA			
<b>CONTENT TEAM</b>		<b>Days / Submit</b>	<b>Rate</b>
AZZY	HMUA	1	\$650.00
KEVIN	PHOTO/VIDEO		\$2,800.00
ROB			
ERIC			
MAEGAN			
Steph			
Mal			
Mark			
Sean			
KEEGAN?			
KATHERINE			
ANNOUNCEMENT			
BOAT - 6 HOURS (includes fuel)		1	\$16,500.00
VIXEN GIRLS		5	\$500.00
CHEF PREP DAY AND SHOOT DAY			
TIP			\$3,000.00
Luxe bites cones w/ VA stickers			
ROSES			

**TOTAL**

Free cancellations until 5 days before the booking start date. 50% refund for cancellations between 2-

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Total	Notes:
\$650.00	
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$16,500.00	<a href="https://www.boatsetter.com/boats/dqnqlbv?min_capactiy=12&amp;pos=34&amp;start_pe">https://www.boatsetter.com/boats/dqnqlbv?min_capactiy=12&amp;pos=34&amp;start_pe</a>
\$2,500.00	
\$0.00	
\$0.00	
<b>\$19,650.00</b>	

5 days before the booking start date. Cancellations within 2 days of the booking start date are non-refundable.

000320

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Page #5818

000321

Page 699 of 857 \_ Joint MSJ Appendix

~~CONFIDENTIAL~~**VIXEN ANGEL - KENZIE AL**

Talent	Assigned to	Rate
Kenzie Anne		
Scarlit Scandal		\$500.00
Emily Willis		\$500.00
Uma Jolie		\$500.00
Kira?		\$500.00
		\$500.00
		\$500.00
		\$500.00
CREW	Responsibilites	
Steph	Event direction	\$0.00
Matt	Content creation and share lead	\$0.00
Eric	Photographer	\$0.00
Azzy	HMUA	\$650.00
Kevin	Video	
Mallory		
Haley & Braxton		
Task	Assigned To:	
Drinks (pink)	Steph	
Bartenders	Steph	
Vixen red carpet & step and repeat	Mark	
Vixen Neon	Mark	
Wardrobe	Haley & Braxton	
Propane Tank for heater	Gabe	
CC Macaroons	Steph	
Sugarfish	Steph	

pink mirror  
 pink napkins  
 floor  
 sheet curtians  
 couch or round bed  
 fuzzy pillows  
 chair  
 pink latex  
 branded bubble gum and machine  
 cotton candy  
 pink chandleier  
 outside asteras - pink

000322

## onne - Event

000323